

Region: Pacific N-West
Forest: Umatilla
District: Pomeroy

**U.S. DEPARTMENT OF AGRICULTURE
FOREST SERVICE
CONTRACT FOR SALE OF DECKED TIMBER**

Contract FS-2400-2 (10/2002)
Page 1 of 2

Sale Name: Grouse Decks Salvage				Contract No:			
				Procurement Contract No:			
				Award Date:			
				Termination Date: 07/31/2016			
				Legal Location: T. 6 N., R. 42 E., Sections 1 - 4; T. 7 N., R. 42 E., Section 36; T. 7 N., R. 43 E., Sections 20, 29, 30, 31, 32; W.M., Surveyed, Asotin & Garfield County, Washington			
Included Timber							
Product	Species	Estimated Quantity	Unit of Measure (UOM)	Product Rate per UOM	Road Maint. Deposits per UOM	Total Products \$	Total Road Maintenance
Sawtimber	White Fir and Other Coniferous Species	203.00	CCF		.00		.00
Grn Bio Cv	White Fir and Other Coniferous Species	159.00	CCF		.00		.00
Total Quantity:		362.00		Total Sale Value:			.00
General Conditions							
<p>Amount Payable for Timber. Purchaser shall pay to USDA Forest Service the total sale value for products and road maintenance when the contract is executed. Additional timber shall be paid for prior to removal.</p> <p>Additional Timber. Forest Service may add to the contract timber cut to facilitate operations and undesigned trees damaged by Purchaser. Such timber shall be paid for at contract rates, plus deposits. Timber subject to agreement may be added to the contract, subject to agreement on volume.</p> <p>Statutory Compliance. Purchaser agrees to conduct operations under this contract and other related business activities in compliance with Federal, State, and local statutes, standards, orders, permits, or other regulations.</p> <p>Use of Roads by Purchaser. Purchaser is authorized to use existing National Forest roads when such use will not cause damage to the roads or National Forest resources and when hauling can be done safely.</p> <p>Road Maintenance. If Purchaser elects to use different roads than those in Forest Service Road Maintenance Plan, Forest Service shall determine Purchaser's commensurate share of road maintenance and revise road maintenance deposits.</p> <p>Product Identification. West of the 100th meridian, before transport, unless Contracting Officer determines that circumstances warrant a written waiver or adjustment, Purchaser shall hammer brand, with assigned brand, all products that are eight (8) feet or more in length and one-third (1/3) or more sound, on each end that is seven (7) inches or more in diameter. Products that require domestic processing that are eight (8) feet or more in length and one-third (1/3) or more sound must also be painted with a spot of highway-yellow paint at least three (3) square inches in size on each end that is seven (7) inches or more in diameter. All hammer brands and/or highway-yellow paint must remain on logs until they are domestically processed.</p> <p>Title Passage. All right, title, and interest in and to timber shall vest in Purchaser when it has been decked and paid for. Title to any timber that has not been removed from National Forest land by Purchaser on or prior to termination date shall revert to Forest Service.</p> <p>Liability for Loss. If timber is destroyed or damaged the party holding title shall bear the value loss resulting from such destruction or damage.</p> <p>Contract Term Adjustment. The contract term shall be adjusted to include additional calendar days equal to the actual time lost if hauling is interrupted due to causes beyond Purchaser's control or Purchaser accepts Forest Service written request to interrupt or delay operations.</p> <p>Contract Term Extension. If the associated procurement contract is extended the contract term of this contract shall be extended to include additional calendar days equal to the additional time on the procurement contract.</p> <p>Termination. In event the associated procurement contract is canceled, this contract shall be terminated without liability to either party due to the termination. Purchaser shall receive a refund for any included timber not removed due to termination.</p> <p>Disputes. This contract is subject to the Contract Disputes Act of 1978.</p>							
Other Conditions							
<p>Machinery shall remain on roads unless otherwise agreed.</p> <p>Purchaser shall restrict operations in accordance with the Industrial Fire Precaution Levels as attached and made part of this contract.</p> <p>Purchaser shall comply with all State and Federal Fire Regulations and Closures.</p> <p>Purchaser shall protect Specified Roads and other improvements (such as roads, trails, telephone lines, ditches, campground improvements, and fences).</p> <p>Purchaser shall remove and pile slash from roadways and ditches.</p> <p>Purchaser shall be liable for any damage to public or private property resulting from Purchaser operations.</p> <p>Sale Area Map, as attached, shall be made part of this contract.</p> <p>Haul Restrictions shall be in place on FS 4039 from 12/1 - 3/31 unless a waiver is obtained from Pomeroy Ranger District.</p>							

Signatures				
<div></div>			<div></div>	
<div>Witness Signature</div>	<div>Date</div>		<div>Contracting Officer Signature</div>	<div>Date</div>
<div></div>			<div></div>	
<div>Witness Signature</div>	<div>Date</div>		<div>Purchaser Signature</div>	<div>Date</div>
CERTIFICATION				
<p>I, _____, certify that I am the _____ Secretary of the corporation named as Purchaser herein; that _____ who signed this contract on behalf of the Purchaser, was then _____ of said corporation; that said contract was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.</p>				
<div></div>			<div>CORPORATE SEAL</div>	